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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

GROUP ONE TRADING, LP,

Plaintiff,

v.

LAUREN DELUCA, LAWRENCE,  
SPIELDENNER, JOHN SUPERSON  
AND STANTON TODD,

Defendants.

**FILED**

DEC - 7 2007 *ll*

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

No. 07 CV 6881

**AFFIDAVIT OF JOHN SUPERSON**

1. I am one of the defendants in the captioned matter. I have personal knowledge of the facts set forth herein and would testify competently to them if asked to do so at trial.

2. From 1999 until approximately November 16, 2007, I was employed by Group One, L.P. ("Group One") as an options market maker. For most of that period, I was a member of the Chicago Board Options Exchange and I traded listed options for the proprietary account of Group One.

3. In the summer of 2007, I was informed by Group One that my compensation would be cut by approximately 25%. This cut in compensation was not related to any material decrease in the profitability of my trading on behalf of Group One.

4. In late August or early September 2007, I was informed by Erik Scheier, Managing Director of Group One, that the firm expected that the compensation cuts would cause attrition of senior traders.

5. Group One's fiscal year ends on September 30. I resigned from Group One on or about November 16, 2007 after receiving my year-end bonus.

6. I am not soliciting current employees of Group One to join any venture competitive with Group One. I am not currently working for any venture competitive with Group One. In fact, I am not currently working or actively trading any securities account.

7. Since resigning from Group One, I have not communicated with any current Group One employee with a view to soliciting such employee to join any venture competitive with Group One that I may become involved in.

8. I have no interest or desire to retain, use or transfer to any third-party any confidential or proprietary information of Group One.

9. On November 20, 2007, a letter from Michael Weil of Orrick, Herrington & Sutcliffe was taped to the front door of my residence, without an envelope. A copy of Mr. Weil's letter to me is attached as Exhibit 1. I understand that similar letters were taped to the doors of the other Defendants.

10. Prior to receipt of Michael Weil's November 20, 2007 letter, I deleted certain electronic information that was in my possession on the date of my resignation, but that I thought Group One might not want me to retain after my resignation.

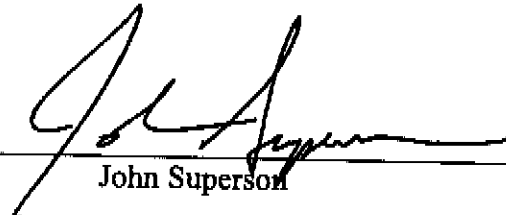
11. To my knowledge, after review of my files and my electronic records, the only information of Group One that may be proprietary or confidential that I currently possess is on my Blackberry device. I was not aware that such electronic records were on my Blackberry device until after November 20, 2007 and I have retained such files only at the request of Michael Weil's letter of November 20, 2007. I am not accessing or using the information.

12. As noted above, I am not currently working nor am I actively trading any securities account. Accordingly, I would have no way to use any information in competition with Group One.


13. Lauren DeLuca is currently in Colorado. Lawrence Spieldenner is currently in Thailand. Neither are currently available to respond to any emergency motion against them. I understand that neither of them are currently working in competition with Group One and, in fact, that neither of them is currently working.

FURTHER AFFIANT SAYETH NAUGHT.

DATED: December 7, 2007

  
\_\_\_\_\_  
John Superson

SUBSCRIBED AND SWORN TO before me  
this 7th day of December, 2007.

  
\_\_\_\_\_  
Notary Public





  
**ORRICK**

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November 20, 2007

Michael D. Weil  
(415) 773-5794  
mweil@orrick.com

**VIA HAND DELIVERY**

Mr. John Superson  
3250 North Lincoln, Apt. 1a  
Chicago, IL 60657

Re: Group One Trading LP

Dear Mr. Superson:

This firm represents Group One Trading LP ("Group One"). Group One is deeply concerned about certain of your activities before and after you left Group One. In particular, Group One has evidence that you have copied, taken, or otherwise failed to return Group One's confidential and copyrighted information, trade secrets and other confidential and proprietary information in violation of your legal obligations to Group One, and, further, that you intend to use Group One's confidential information for a competing business.

While Group One would prefer to resolve this matter short of litigation, it will do whatever is necessary to protect its valuable intellectual property. As described below, Group One demands that you respond to each of the specific requests set forth below no later than 12:00 p.m. Pacific Standard Time on Monday, November 26, 2007. Group One further demands that you immediately cease and desist from (a) using or disclosing Group One's materials or confidential information without authorization and (b) soliciting Group One's employees in violation of your contractual obligations to Group One.

During your time as an employee and member of Group One, you obtained and learned a great deal of confidential information about Group One's business and confidential copyrighted information, such as its confidential training manual; trading scripts; Kitchen Sink documentation; risk management materials; best practices documentation; trader information; business partner relationships and agreements; research, designs and technology; marketing strategies, initiatives and plans; pricing strategies and plans; and employees. This information was and is extremely valuable to Group One. Through your agreements with Group One (including, but not limited to, the firm's Operating Agreement and your Employment Agreement) and your obligations under the Uniform Trade Secrets Act and Illinois law, you are prohibited from using, retaining, or disclosing that information



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in any form. You were also obligated by your agreements not to engage, during the term of your employment with Group One, in a related business activity for any company other than Group One. You were obligated to return to Group One – and not to maintain possession of – any company property or confidential information. You remain obligated for two years following the termination of your employment with Group One not to solicit, induce, recruit or encourage any Group One employee to leave Group One or join any other company.

Notwithstanding these obligations, Group One understands that you began performing work for another entity while you were still employed by Group One and that, without authorization, you have taken, used and still possess Group One information and materials that were developed at Group One. Any such information and materials – whether in tangible or electronic form – must be returned to Group One immediately. Such information and materials must ~~not~~ be deleted or discarded by you. Group One also understands that during your employment with Group One, you solicited other Group One employees to leave Group One. All of these actions breached your obligations to Group One and Illinois and federal law.

In order to assure Group One that its intellectual property and contractual rights are being respected, Group One demands that you provide the following information and/or assurances:

1. A complete listing of all Group One materials, whether in tangible or electronic format, that were or are in your possession or control after you left Group One and the physical location of any such information (e.g., if you possess electronic information, then you must identify the particular computer or other electronic device where it resides or, if sent to an email account, you must identify the email address) so that Group One can have an independent forensic expert verify the information and take appropriate steps to expunge the information from the devices. I repeat, such information and materials must ~~not~~ be deleted or discarded by you;
2. A complete listing of all current or former employees or members of Group One who have assisted or participated with you or anyone else not a current employee of Group One in taking information or materials from Group One;



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3. A complete listing of all current or former employees or members of Group One who you have solicited or recruited to terminate his or her employment or relationship with Group One;
4. Written confirmation from you that you understand that Group One's Kitchen Sink documentation, training manual and trading scripts are proprietary and confidential information of Group One and that you have not and will not use, copy or disclose such information;
5. Written confirmation from you that any and all Group One materials and copies thereof in your possession or control, including but not limited to any information, trading scripts, research or materials obtained from Group One, or researched or developed by persons in the employ of Group One are being returned or forwarded to me (on behalf of Group One) with your response to this letter;
6. Written confirmation that you will not destroy any currently existing Group One materials, including but not limited to electronic files, and that you will cooperate fully with Group One both in its recovery of any electronic files containing Group One confidential information or copyrighted materials in your possession and in the permanent deletion, under the direct supervision of Group One, of such records from any storage media. With respect to this last point, this letter constitutes notice that litigation may be initiated against you in this matter and that any modification, deletion, or destruction of any files, electronic or otherwise, constitutes spoliation of evidence and that Group One will seek all appropriate sanctions against you if litigation occurs and any evidence has been spoliated by you or anyone acting at your direction; and
7. Written confirmation that you have not and will not for two years following the termination of your employment with Group One either solicit or encourage any Group One employees to leave their employment.

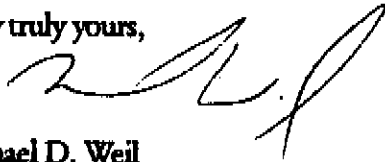


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As this situation requires your immediate attention and cooperation, please respond to me by no later than 12:00 p.m. Pacific Standard Time on Monday, November 26, 2007 to address the specific issues raised in this letter. Without your complete cooperation and candor in addressing this matter, Group One will have no choice but to take immediate and appropriate legal action, including but not limited to pursuing claims for copyright infringement, misappropriation of trade secrets, breach of fiduciary duty, breach of duty of loyalty and to pursue both equitable and money damages. I look forward to your prompt, complete and candid responses.

Very truly yours,



Michael D. Weil